REMARKS

[0001] The following paragraphs are numbered for ease of future reference. Claims 1 and 37-38 are all the claims presently pending in this application. Claims 1 and 37-38 have been amended to more particularly define the claimed invention. Applicant further respectfully submits that no new matter is added to the currently amended claims. Applicant respectfully traverses the rejections based on the following discussion.

[0002] Applicant provides the following exemplary specification support for the currently amended claims:

"*applying applicable discount rules to an individual customer order to determine all potential price discounts for one of individual line items and combinations of line items of said individual customer order*," see, for example, paragraph [0041], and "Discount Rules 1-8".

"*combining said potential price discounts into a plurality of price discount groups, each of said price discount groups including at least two potential price discounts*," see, for example, paragraph [0043], and "DiscountGroupE-H" on pages 17-18; and

"*applying a discount policy rule to said plurality of price discount groups to eliminate invalid combinations of said plurality of price discount groups*," see, for example, paragraph [0042], and paragraph [0043] beginning at the top of page 17, and "Discount Policy Rule 1".

I. THE PRIOR ART REJECTION

The 35 U.S.C. § 102(b) Rejection over Iannacci

[0003] Claims 1 and 37-38 stand rejected under 35 U.S.C. §102(b) as being anticipated by Iannacci, U.S. Pat. App. Pub. No. 2002/0062249, (hereinafter "Iannacci").

[0004] Applicant traverses the Examiner's rejection since, among other reasons, Iannacci is directed toward an on-line, interactive, and fully integrated benefit-driven value exchange and settlement program that monitors, evaluates, and manages economic and personal benefits and executes functions to produce and acquire the maximum or preferred benefit items for users by guiding and automating appropriate payment and settlement actions., while Applicant's claimed invention is directed toward combining potential price discounts into a plurality of price discount groups, each of the price discount groups including at least two potential price discounts and applying a discount policy rule to the plurality of price discount groups to eliminate invalid combinations of the plurality of price discount groups.

[0005] More specifically, Applicant submits, that Iannacci does not teach or suggest, "*applying applicable discount rules to an individual customer order to determine all potential price discounts for one of individual line items and combinations of line items of said individual customer order*," "*combining said potential price discounts into a plurality of price discount groups, each of said price discount groups including at least two potential price discounts*," and "*applying a discount policy rule to said plurality of price discount groups to eliminate invalid combinations of said plurality of price discount groups*," per Applicant's independent claims 1, 37 and 38.

[0006] The Examiner alleges Iannacci discloses Applicant's claimed invention by stating on pages 5-6 of the After-Final Office Action that:

> "Iannacci, DiscoutGroup 1 would be purchased Tide Detergent and get $1.00 manufacturer coupon, DiscountGroup 2 would be purchased Dole pineapple and get 25 cents Shaw's Discount, DiscountGroup 3 would be a 10% loyalty discount for all items in a transaction if a user uses a Shaw's Saver card, DiscountGroup 4 Visa 3 miles per dollar Discount Group 5 American Express offers 2 for 1 and Mastercard offers 1 for 1. Therefore, if for example, a consumer's shopping cart at Shaw's supermarket contains a twelve once can of Dole pineapple, a five pound box of Tide laundry detergent, one

> gallon of Garelick 2% milk and sixteen ounce loaf of Pepperidge Farm Canadian Bread (see paragraphs 310-319). The Iannacci's system instead of charging said consumer full price for said order or simply only applying for example, Discount Group 1 to said order, as said consumer is oblivious to any offer, the Iannacci's system would find the biggest discount to apply to said order by combining Discount Group 1, Discount Group 2, Discount Group 3 (i.e. automatically opening a Shaw's Saver card and applying to the order) and Discount Group 4 (paying with Visa instead of Mastercard) in order to give said consumer the best possible discount and offer without said consumer having any knowledge of the offer available in said supermarket."

[0007] However, Iannacci fails to disclose, "*applying applicable discount rules to an individual customer order to determine all potential price discounts for one of individual line items and combinations of line items of said individual customer order.*" Instead, Iannacci discloses a "universal server determines that there is available for use," to determine particular discounts based on line items in a customer's transmitted orders to the server.

[0008] Furthermore, Iannacci fails to disclose, "*combining said potential price discounts into a plurality of price discount groups, each of said price discount groups including at least two potential price discounts.*" The Examiner incorrectly alleges each single line item of the customer's order comprises a "DiscountGroup," per Applicant's claim terminology. None of these line items include "*at least two potential price discounts.*"

[0009] Additionally, Iannacci fails to disclose, "*applying a discount policy rule to said plurality of price discount groups to eliminate invalid combinations of said plurality of price discount groups.*" Nowhere in Iannacci is there any disclosure of a discount policy rule that eliminates invalid combinations of price discount groups. This feature of Applicant's invention is important for "distinguishing between rules used to define discounts and rules used to manage how they are applied, the invention allows the customer to focus on the discounts they want to offer and have the rules engine manage conflicts and derive the best allowable discount," see Applicant's Specification, for example, at paragraph [0043], on page 15.

[0010] In summary, Iannacci is directed toward an on-line, interactive, and fully integrated benefit-driven value exchange and settlement program that monitors, evaluates, and manages economic and personal benefits and executes functions to produce and acquire the maximum or preferred benefit items for users by guiding and automating appropriate payment and settlement actions, while Applicant's claimed invention is directed toward combining potential price discounts into a plurality of price discount groups, each of the price discount groups including at least two potential price discounts and applying a discount policy rule to the plurality of price discount groups to eliminate invalid combinations of the plurality of price discount groups.

[0011] Therefore, Applicant respectfully requests the Examiner to reconsider and withdraw this rejection since the alleged prior art reference to Iannacci fails to teach or suggest each element and feature of Applicant's claimed invention.

II. FORMAL MATTERS AND CONCLUSION

[0012] In view of the foregoing, Applicant submits that claims 1 and 37-38, all of the claims presently pending in the application, are patentably distinct over the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

[0013] Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to discuss any other changes deemed necessary in a telephonic interview.

[0014] The Commissioner is hereby authorized to charge any deficiency in fees or to credit any overpayment in fees to Assignee's Deposit Account No. 50-0510.

Respectfully Submitted,

Date: June 18, 2009

Donald J. Lecher, Esq.
Registration No. 41,933

GIBB IP LAW FIRM, LLC
2568-A Riva Road, Suite 304
Annapolis, Maryland 21401
Voice: 410-573-6501
Fax: 301-261-8825
E-mail: Lecher@gibbiplaw.com
Customer No. 29154